IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CIVIL REVISION APPLICATION No 1150 of 2000

For Approval and Signature:

Hon'ble MR.JUSTICE A.L.DAVE

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

SURESHKUMAR PUNJALAL SHAH

Versus

GROUP GRAM PANCHAYAT

Appearance:

MR TUSHAR MEHTA for Petitioner

MR MUKESH R SHAH for Respondent No. 1, 2, 4

NOTICE SERVED BY DS for Respondent No. 5

CORAM : MR.JUSTICE A.L.DAVE

Date of decision: 13/02/2001

ORAL JUDGEMENT

1. Heard learned advocate Mr. Tushar Mehta for the revisioner and Mr. M.R. Shah for respondents No.1, 2 and 4.

2. The dispute is regarding grant of contract to the revisioner for collection of octroi by Group Gram Panchayat, Madhasar of Halol taluka of Panchmahals district. Broadly stated, the dispute is that the elected body of the Gram Panchayat granted contract to the revisioner for collecting octroi for a period of eight months and 14 days from 18th July, 2000, accepting the bid of the revisioner at Rs.2,09,701/-, which was the highest. Acceptance of the bid and grant of contract was objected to by present respondents 2, 3, 4 and 5 on account of failure on part of the Group Gram Panchayat to follow the procedure prescribed. The case of the revisioner is that procedure has been appropriately followed.

2.1 As such, the revisioner was prevented from collecting the octroi. However, following the acceptance of bid, the revisioner has deposited an amount of Rs.31,456/- plus an amount of Rs.11,380/- as stated by Mr. Mehta, learned advocate for the revisioner. However, the revisioner has not been able to collect the octroi as per the contract. It also transpires that the octroi is not collected even by the Gram Panchayat departmentally and, as such, there is no collection of octroi due to the dispute.

3. Having heard learned advocates for parties, a general consensus in following terms is arrived at in order to see that there is no revenue loss :-

(1) The revisioner shall be permitted to collect the octroi as per rules till the date of expiry of the contract;

(2) The revisioner shall deposit an amount of Rs.50,000/-, on adhoc basis, payable towards collection of octroi to the Panchayat by 15th February, 2001, whereafter, he will be entitled to collect octroi.

(3) The amount deposited, if any, shall be given credit for to the revisioner towards payment of Rs.50,000/-;

(4) Decision regarding collection of octroi after 31st March, 2001 shall be taken by authorities concerned after following due procedure in accordance with law; and

(5) Revisioner shall withdraw Regular Civil Suit No.358 of 2000 pending before the learned Civil

Judge (S.D.), at Godhra.

4. The revision application stands disposed of in the above terms. Rule is made absolute accordingly. No costs.

[A.L. DAVE, J.]

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